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28 **UNITED STATES DISTRICT COURT**

19 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

20 IFD FILMS AND SERVICES LTD.,

21 Plaintiff

22 v.

23 SEVERIN FILMS, INC.; DAVID
24 GREGORY; JOHN CREGAN; CARL
25 DAFT; MICHAEL WORTH;
26 TELEVENTURES CORPORATION;
MARCO JOACHIM a/k/a JON
MARCO JOACHIM; and DOES 1-10,

27 Defendants

28 CASE No. 2:24-cv-10904-JLS-RAO

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1. **GENERAL**

2. 1.1 **Purposes and Limitations**

3. Discovery in this action is likely to involve the production of confidential,
4. proprietary, or private information for which special protection from public
5. disclosure and from use for any purpose other than prosecuting this litigation may
6. be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7. enter the following Stipulated Protective Order (the “Order”). The parties
8. acknowledge that this Order does not confer blanket protections on all disclosures or
9. responses to discovery and that the protection it affords from public disclosure and
10. use extends only to the limited information or items that are entitled to confidential
11. treatment under the applicable legal principles. The parties further acknowledge, as
12. set forth in Section 12.3, below, that this Order does not entitle them to file
13. confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
14. that must be followed and the standards that will be applied when a party seeks
15. permission from the Court to file material under seal.

16. 1.2 **Good Cause Statement**

17. This action is likely to involve trade secrets, and other valuable commercial,
18. financial, technical and/or proprietary information for which special protection from
19. public disclosure and from use for any purpose other than prosecution of this action
20. is warranted. Such confidential and proprietary materials and information consist
21. of, among other things, confidential business or financial information, information
22. regarding confidential business practices, or other confidential research,
23. development, or commercial information (including information implicating privacy
24. rights of third parties). This information may also specifically include, without
25. limitation, private financial information contained in royalty statements, internal
26. accounting records, and proprietary promotional, marketing, and distribution plans.
27. This information is otherwise generally unavailable to the public, or may be
28.

1 privileged or otherwise protected from disclosure under state or federal statutes,
2 court rules, case decisions, or common law. Accordingly, to expedite the flow of
3 information, to facilitate the prompt resolution of disputes over confidentiality of
4 discovery materials, to adequately protect information the parties are entitled to keep
5 confidential, to ensure that the parties are permitted reasonable necessary uses of
6 such material in preparation for and in the conduct of trial, to address their handling
7 at the end of the litigation, and serve the ends of justice, a protective order for such
8 information is justified in this matter. It is the intent of the parties that information
9 will not be designated as confidential for tactical reasons and that nothing be so
10 designated without a good faith belief that it has been maintained in a confidential,
11 non-public manner, and there is good cause why it should not be part of the public
12 record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: *IFD Films And Services Ltd. v, Severin Films, Inc., et al.*, Case
15 No. 2:24-cv-10904-JLS-RAO.

16 2.2 Challenging Party: A Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for protection
20 under Federal Rule of Civil Procedure 26(c).

21 2.4 Counsel: Outside Counsel and House Counsel (as well as their support
22 staff).

23 2.5 Designating Party: A Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: All items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
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1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8 "HIGHLY CONFIDENTIAL" Information or Items: Information
7 (regardless of how it is generated, stored or maintained) or tangible things that
8 qualify for protection under Federal Rule of Civil Procedure 26(c), and the
9 disclosure of which the Designating Party believes in good faith would create a
10 substantial risk of serious financial, competitive, or other injury that cannot be
11 avoided by less restrictive means. To minimize the risk of an inadvertent disclosure
12 of such documents, the Parties agree that the ability to designate documents as
13 HIGHLY CONFIDENTIAL is appropriate in this case.

14 2.9 House Counsel: Attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel or any other outside counsel.

16 2.10 Non-Party: Any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.11 Outside Counsel: Attorneys who are not employees of a party to this
19 Action but are retained to represent or advise a Party to this Action or are affiliated
20 with a law firm that has appeared on behalf of that Party, including support staff.

21 2.12 Party: Any party to this Action, including all of its officers, directors,
22 and employees (collectively referred to herein as the "Parties").

23 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: Persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.15 Protected Material: Any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

3 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 3. **SCOPE**

6 3.1 The protections conferred by this Order cover not only Protected
7 Material, but also (1) any information copied or extracted from Protected Material;
8 (2) all copies, excerpts, summaries, or compilations of Protected Material; and
9 (3) any testimony, conversations, or presentations by the Parties that might reveal
10 Protected Material. Any use of Protected Material at trial shall be governed by the
11 orders of the trial judge. This Order does not govern the use of Protected Material at
12 trial.

13 3.2 However, the protections conferred by this Order do not cover the
14 following information: (a) any information that is in the public domain at the time
15 of disclosure to a Receiving Party or becomes part of the public domain after its
16 disclosure to a Receiving Party as a result of publication not involving a violation of
17 this Order; and (b) any information known to the Receiving Party prior to the
18 disclosure or obtained by the Receiving Party after the disclosure from a source who
19 obtained the information lawfully and under no obligation of confidentiality to the
20 Designating Party.

21 3.3 Any use of Protected Material at trial shall be governed by a separate
22 agreement or order.

23 4. **DURATION**

24 Even after final disposition of this litigation, the confidentiality obligations
25 imposed by this Order shall remain in effect until a Designating Party agrees
26 otherwise in writing or a court order otherwise directs. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
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1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 **DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
7 Each Party or Non-Party that designates information or items for protection under this
8 Order must take care to limit any such designation to specific material that qualifies
9 under the appropriate standards. The Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that
11 qualify so that other portions of the material, documents, items, or communications
12 for which protection is not warranted are not swept unjustifiably within the ambit of
13 this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other Parties) may expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

27 Designation in conformity with this Order requires:
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10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and
13 before the designation, all of the material made available for inspection shall be
14 deemed "HIGHLY CONFIDENTIAL." After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which
16 documents, or portions thereof, qualify for protection under this Order. Then,
17 before producing the specified documents, the Producing Party must affix the
18 CONFIDENTIAL legend to each page that contains Protected Material. If only a
19 portion or portions of the material on a page qualifies for protection, the Producing
20 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
21 markings in the margins).

1 designate any information disclosed therein as Protected Material. Thereafter, the
2 transcript will no longer be deemed Protected Material for purposes of this Order,
3 except to the extent so designated when the testimony was given or in a written notice
4 transmitted to all Parties within such period of thirty (30) days. Where any portion of
5 a transcript is designated as Protected Material, the Designating Party shall, where
6 practicable, inform the reporter precisely which portions of the transcript should be
7 marked accordingly.

8 (c) for information produced in some form other than documentary
9 and for any other tangible items, that the Producing Party affix in a prominent place
10 on the exterior of the container or containers in which the information is stored the
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend. If only a portion or
12 portions of the information warrants protection, the Producing Party, to the extent
13 practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive the
16 Designating Party’s right to secure protection under this Order for such material.
17 Upon timely correction of a designation, the Receiving Party must make reasonable
18 efforts to assure that all inadvertently disclosed information is subsequently treated in
19 accordance with the provisions of this Order.

20 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1, et seq. The Challenging Party must provide
26 written notice of each designation it is challenging and describe the basis for each
27 challenge. To avoid ambiguity as to whether a challenge has been made, the written
28 notice must recite that the challenge to confidentiality is being made in accordance

1 with this specific paragraph of this Order. The Parties shall attempt to resolve each
2 challenge in good faith and must begin the process by conferring directly (in voice to
3 voice dialogue; other forms of communication are not sufficient) within 14 days of
4 the date of service of notice. In conferring, the Challenging Party must explain the
5 basis for its belief that the confidentiality designation was not proper and must give
6 the Designating Party an opportunity to review the designated material, to reconsider
7 the circumstances, and, if no change in designation is offered, to explain the basis for
8 the chosen designation. A Challenging Party may proceed to the next stage of the
9 challenge process only if it has engaged in this meet and confer process first or
10 establishes that the Designating Party is unwilling to participate in the meet and confer
11 process in a timely manner.

12 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
13 court intervention, the Designating Party shall follow the Local Rules.

14 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party. Frivolous challenges, and those made for an improper purpose
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived
18 the confidentiality designation by failing to file a motion to retain confidentiality as
19 described above, all Parties shall continue to afford the material in question the level
20 of protection to which it is entitled under the Producing Party's designation until the
21 Court rules on the challenge.

22 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending, or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under the
27 conditions described in this Order. When the Action has been terminated, a Receiving
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1 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a
3 location and in a secure manner that ensures that access is limited to the persons
4 authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
6 otherwise ordered by the Court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated
8 “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel in this Action, as well as
10 employees of said Outside Counsel to whom it is reasonably necessary to disclose the
11 information for this Action;

12 (b) the officers, directors, and employees (including House Counsel)
13 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the Court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and
20 Professional Vendors to whom disclosure is reasonably necessary for this Action;

21 (g) the author or recipient of a document or a custodian or other
22 person indicated on the face of the document as having previously received a copy;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in
24 the Action to whom disclosure is reasonably necessary provided such persons first
25 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions; and

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(j) any other persons who may be specifically designated by consent of all Parties or pursuant to an order of the Court, provided that such persons have first signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items.

5 Unless otherwise ordered by the court or permitted in writing by the Designating
6 Party, a Receiving Party may disclose any information or item designated
7 "HIGHLY CONFIDENTIAL" only to:

1 (b) Experts (as defined in this Order) of the Receiving Party to
2 whom disclosure is reasonably necessary for this litigation and who have signed the
3 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

.14 (c) The Court and its personnel;

5 (d) Court reporters and their staff, professional jury or trial
6 consultants, mock jurors, and Professional Vendors to whom disclosure is
7 reasonably necessary for this litigation;

18 (e) The author or recipient of a document or a custodian or other
19 person indicated on the face of the document as having previously received a copy;

20 (f) Any mediator or settlement officer, and their supporting
21 personnel, mutually agreed upon by any of the Parties engaged in settlement
22 discussions; and

23 (g) any other persons who may be specifically designated by consent
24 of all Parties or pursuant to an order of the Court, provided that such persons have
25 first signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

26 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
27 **PRODUCED IN OTHER LITIGATION**

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

20 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
21 PRODUCED IN THIS LITIGATION

5 (1) promptly notify in writing the Requesting Party and the
6 Non-Party that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to

1 Be Bound" that is attached hereto as Exhibit A.

2 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
3 **PROTECTED MATERIAL**

4 When a Producing Party gives notice to Receiving Parties that certain
5 inadvertently produced material is subject to a claim of privilege or other protection,
6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
8 procedure may be established in an e-discovery order that provides for production
9 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
10 (e), the production of a privileged or work-product-protected document, whether
11 inadvertent or otherwise, is not a waiver of privilege or protection from discovery in
12 this case or in any other federal or state proceeding.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Order. Similarly, no Party waives any right to object on any ground to use in evidence
20 of any of the material covered by this Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
23 only be filed under seal pursuant to a court order authorizing the sealing of the specific
24 Protected Material at issue; good cause must be shown in the request to file under
25 seal. If a Party's request to file Protected Material under seal is denied by the Court,
26 then the Receiving Party may file the information in the public record unless
27 otherwise instructed by the Court.

13. **FINAL DISPOSITION**

1 Within 60 days after the final disposition of this action, as defined in
2 paragraph 4, each Receiving Party must return all Protected Material to the
3 Producing Party or destroy such material. As used in this subdivision, “all Protected
4 Material” includes all copies, abstracts, compilations, summaries, and any other
5 format reproducing or capturing any of the Protected Material. Whether the
6 Protected Material is returned or destroyed, the Receiving Party must submit a
7 written certification to the Producing Party (and, if not the same person or entity, to
8 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
9 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
10 that the Receiving Party has not retained any copies, abstracts, compilations,
11 summaries or any other format reproducing or capturing any of the Protected
12 Material. Notwithstanding this provision, counsel are entitled to retain an archival
13 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
14 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
15 work product, and consultant and expert work product, even if such materials
16 contain Protected Material. Any such archival copies that contain or constitute
17 Protected Material remain subject to this Protective Order as set forth in Section 4
18 (DURATION).

19. **VIOLATION OF ORDER**

20 Any violation of this Order may be punished by any and all appropriate
21 measures including, without limitation, contempt proceedings and/or monetary
22 sanctions.

23 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

24 Dated: December 16, 2025

25 **RUFUS-ISAACS ACLAND &
GRANTHAM LLP**

26 BY: *s/Alexander Rufus-Isaacs/*

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18 December: December 16, 2025

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34 *David Gregory, John Cregan, Carl Daft,*
35 *Michael Worth, Televentures Corporation,*
36 *and Marco Joachim a/k/a Jon Marco*
37 *Joachim*

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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5 DATED: 12/16/2025
6

Rozella A. Oliver

7 Honorable Rozella A. Oliver
8 United States Magistrate Judge
9

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *IFD Films And Services Ltd. v. Severin Films, Inc., et al.*, Case No. 2:24-cv-10904-JLS-RAO. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this

Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____

[print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

